it upon its formation, becomes as to each subscriber a contract between him and the corporation. The promoter, who solicits and obtains the subscriptions, occupies the position of agent for the subscribers as a body, to hold the subscriptions until the corporation is formed, and then to turn them over to the company without any further act of delivery on the part of the subscribers. The corporation then becomes the party to enforce the rights of the whole body of subscribers. To permit a subscriber to relieve himself from liability would be a fraud upon others who have subscribed and paid for stock, upon the corporation which has incurred liabilities in reliance upon the subscription, and upon creditors who have trusted it. *Minneapolis Threshing Machine Co.* v. *Davis,* 40 Minn. 110, 12 Am. St. Rep. 701, 3 L. R. A. 796; *Homan* v. *Steele,* 18 Neb. 652; *Osborne* v. *Crosby,* 63 N. H. 583; *Lathrop* v. *Knapp,* 27 Wis. 214; *Troy Conf. Acad.* v. *Nelson,* 24 Vt. 189; *International Fair Ass'n.* v. *Walker,* 83 Mich. 386; *Peninsular R. Co.* v. *Duncan,* 28 Mich. 130; *Chicago Bldg. & Mfg. Co.* v. *Peterson,* 133 Ky. 596; *Hughes* v. *Antietam Mfg. Co.,* 34 Md. 316; *Johnson* v. *Wabash R. Co.,* 16 Ind. 389. It has been held that where the subscribers agreed to pay to a third party, constituting him agent to receive and collect the subscriptions as trustee of the proposed corporation, there was a valid contract between the subscribers and the agent which could be enforced. *West* v. *Crawford,* 80 Cal. 19.

ELECTIONS—DOMICILE OF VOTER.—Three unmarried men worked on a ranch which was divided by the line between two voting districts. They slept in a bunkhouse which was on one side of the line, and ate in another house which was on the other side of the line. Thus they worked in both voting districts, slept in one, and ate in the other. In an election contest the question arose as to which district they could vote in. *Held,* that the place where the men slept was their domicile and therefore the place where they should have voted. *Gray* v. *O'Banion,* (Cal. 1914) 138 Pac. 977.

The statute relative to the question is simply declaratory of the common law, and does not help much in arriving at a conclusion. It reads as follows, "That place must be considered and held to be the residence of a person in which his habitation is fixed and to which, whenever he is absent, he has the intention of returning." The almost universal authority seems to be with the decision in this case. In *East Montpelier* v. *City of Barre,* 79 Vt. 542, where from the meager facts it seems the bedroom, woodshed, and pantry were on one side of the line and the rest of the dwelling on the other, it was held where the bedroom, etc. were was the domicile of the owner. *Chenery* v. *Waltham,* 8 Cush. (Mass.) 327 is another case somewhat similar. In *Abington* v. *Bridgewater,* 23 Pick. (Mass) 170, it is expressly said that where a man has two dwellings, that which constitutes his sleeping place shall be regarded as his domicile. However the authorities may be, it would seem that the intention of the resident should be the criterion to follow. This view is expressed in *Follweiler* v. *Lutz,* 112 Pa. 107, 2 Atl. 721, where the courts resorted to the acts, declarations, etc., to determine which county

the resident elected to have as his domicile. If we apply this test in the present case, the question might logically resolve itself into an inquiry as to whether ranchmen would rather sleep than eat.

EVIDENCE—PHOTOGRAPHS OF DECEASED'S WOUNDS.—In a prosecution for murder, the state introduced in evidence photographs showing the nature of the decedent's injuries, described by the court as "large and very vivid and striking, though correct, photographs of decedent's bruised and battered head and face." These were objected to on the ground that they tended unduly to prejudice the jury by exciting horror and indignation and diverting their attention from dispassionate consideration of the case. *Held,* that the photographs were properly admitted. *People* v. *Balistieri.* (Cal. App. 1914) 139 Pac. 821.

The court disposes of the objection in the following language: "The fact that its striking and gruesome detail might excite feelings of horror and perhaps indignation in the minds of the jury would not be sufficient reason for the exclusion of such evidence; otherwise the more horrible the murder the more hampered would be the prosecution of those who had contributed to the details of its horror." The admission of such evidence seems to be in line with the constant practice of the courts, although there is undoubtedly danger in the use of such exhibits. Speaking of the objections to their use GREENLEAF says, § 13e, "Such objections have almost invariably been repudiated by the court in allowing the production of tools or weapons, clothing, or members of a murdered or injured person's body." Probably the most extreme case in admitting such evidence is *Vincent* v. *State,* 24 Ia. 570, in which the severed head of the deceased, preserved in alcohol, was allowed to come in as an exhibit. Other similar cases are *Wynne* v. *State,* 56 Ga. 113; *Foster* v. *People,* 63 N. Y. 619; *State* v. *Murphy,* 118 Mo. 7, 14; *Spies* v. *People,* 122 Ill. 1, 236, (involving the Haymarket riots). The admission of these species of real evidence is however, discretionary with the court, and they may be excluded when it is apparent that the result would be to confuse the jury, or to unduly prejudice the defendant. Thus, in *Rost* v. *Brooklyn Heights Ry.* 41 N. Y. Supp. 1069, the exhibition of the amputated foot of a child alleged to have been injured by the negligence of the defendant, was held error; and in *Selleck* v. *Janesville,* 104 Wis. 570, it was held that photographs showing the condition of an injured foot were inadmissible.

EVIDENCE—VALUE OF PROPERTY.—The City of Chicago instituted condemnation proceedings against certain land owned by the defendant within the city limits. To prove the value of the land defendant put on the stand several real estate dealers who had done business in the vicinity and offered to prove by them certain bona fide cash offers which they had received recently on similar adjacent property. This evidence was excluded by the trial court, and on appeal, this exclusion was *held* error. *City of Chicago* v. *Lehman,* (Ill. 1914) 104 N. E. 829.